

AGREEMENT

between

HENRY HUDSON REGIONAL SUPERVISORS ASSOCIATION

and

HENRY HUDSON REGIONAL BOARD OF EDUCATION

(Employer)

1988-91

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X July 1, 1988 - June 30, 1991

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PREAMBLE

This Agreement entered into this 12th day of July, 1988 between the BOARD OF EDUCATION OF THE HENRY HUDSON REGIONAL SCHOOL DISTRICT, The Borough of Highlands, New Jersey, hereinafter called the BOARD, and the HENRY HUDSON REGIONAL SUPERVISORS ASSOCIATION, hereinafter called the ASSOCIATION.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of all full time certificated supervisory personnel whether under contract, on leave, or employed by the Board, including:

1. Supervisors of Instruction
2. Director of Student Personnel Services
3. Child Study Team Director

but excluding:

1. Superintendent
2. Business Administrator/Board Secretary
3. Vice Principal

B. Unless otherwise indicated, the term Supervisor, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined. Any references to Supervisors shall include both male and female Supervisors.

C. Any agency shop provision in the Henry Hudson Regional Education Association Contract shall apply only to those fully eligible for membership in the local teacher bargaining unit. No agency shop claim shall be filed against any member of this Association who may also have teaching duties.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of the Agreement, policies or administrative decisions and practices affecting an employee or a group of employees.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of Supervisors. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any Supervisor having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. Procedure for Individual Grievances

1. Any individual member of the Association shall have the right to appeal the application of policies and administrative decisions affecting him through recognized administrative channels.

2. In presenting his grievance, the member of the Association shall be assured freedom from prejudicial action in presenting his appeal.

3. He shall have the right to present his own appeal or to designate a representative of the Association or other person of his own choosing to appear with him at any step of his appeal. Both the aggrieved person and his representative will be permitted to state their views.

4. Any Supervisor who has a grievance shall appeal it orally to the School Superintendent.

5. If, as a result of the discussion with the Superintendent, the matter is not resolved to the satisfaction of the Supervisor, he shall then, within five (5) school days, set forth his grievance in writing to the Superintendent specifying

- a. the nature of the grievance
- b. the results of previous discussions
- c. his dissatisfaction with decisions previously rendered.

The Superintendent shall, following a meeting with the Supervisor, communicate his decision to the Supervisor in writing within five (5) school days of receipt of the written grievance.

6. If the grievance is not resolved to the Supervisor's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The Board, or a committee thereof, shall render a decision in writing within twenty (20) school days of receipt of the grievance by the Board.

7. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved Supervisor to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

8. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, it may, by a written dated notice to the Board, not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.

9. Within ten (10) school days following the reference to arbitration, either party shall have the right to apply to the American Arbitration Association to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the American Arbitration Association.

10. The Arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date of the transmission of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions:

- a. contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law;
- b. limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

11. The arbitrator's fee will be shared equally by the parties to the dispute.

12. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the decisions of the arbitrator.

13. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants until final disposition of the grievance.

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available information within the Public Domain concerning the educational program and the financial resources of the district.

B. Released time for meetings

Whenever any representative of the Association or any Supervisor participates during working hours in mutually scheduled matters concerning the Board and the Association, in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

C. Use of school building

The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings with prior approval of the Superintendent.

D. Use of school equipment

Equipment may be used by the Association within the building with the approval of the Superintendent. All stationery and supplies will be provided at the Association's expense.

ARTICLE IV

SALARIES

A. Experience Credit

Up to four (4) years of employment credit will be allowed for military service.

B. Professional growth

Salary increases are based upon satisfactory performance and professional growth. The Board reserves the right to withhold all or part of a salary increase for unsatisfactory conduct or performance of duties. In any event, no Supervisor may advance to the next category nor receive any salary increase without the recommendation of the Superintendent and the approval of the Board.

C. Work Year

1. Supervisors of Instruction: Work year shall be from September 1st to June 30th. The work schedule for summer employment will be at the discretion of the Superintendent.
2. The work year for all other supervisory personnel shall be from July 1st to June 30th. Each 12 month employee shall be entitled to 20 vacation days to be scheduled with the approval of the Superintendent.

D. Miscellaneous

A Supervisor on leave of absence will be classified upon returning on the basis of the years of service at the time the leave began. On the other hand, if a Sabbatical leave is granted, the time required therefore will be credited toward the years of experience.

E. Payments

1. Supervisors will be paid in equal semi-monthly installments over the period of each individual contract. Any "extra work, extra pay" summer employment for 10 month employees will be paid on a pro-rata basis and such earnings will be considered pensionable income
2. When a pay day falls on or during a school holiday, vacation, or weekend, Supervisors shall receive their paychecks on the last previous day.
3. The Board will reimburse the employees for any interest or penalties accrued as a result of any late payments made to MON-OC.
4. The Board agrees to implement the following at the beginning of the 1981-82 school year: pay and expenses for required training; to pay the full cost of tuition and mileage incurred in connection with any courses, seminars, conferences, in-service training sessions or other such sessions which a Supervisor is required by the administration to take or attend.
5. The Board will provide expenses not to exceed \$200 toward registration, lodging and meals for each Supervisor to participate annually in at least one professional conference or workshop provided that prior approval of the Superintendent is obtained. Mileage will be reimbursed at the standard rate established by the Board. Expenses in excess of \$200 may be paid after approval by the Superintendent.

ARTICLE V

SICK LEAVE

A. As of September 1, 1970, all Supervisors employed shall be entitled to one day sick leave per month of contract time as of the first official day of the school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Supervisors on leave without pay will not accrue sick leave.

B. Non-accumulative additional sick leave benefits may be allowed to Supervisors, notifying upon return on the required form and so notifying Superintendent when calling in, according to the following schedule:

1. Two (2) days annually, for sickness in the immediate family of the employee limited to mother, father, wife/husband, children or member of household.

C. Whenever a Supervisor shall be absent five (5) or more consecutive days because of illness, the Superintendent may request, within three (3) days of the last day of absence, a doctor's certificate as to the reason for the absence.

D. Supervisors shall be given a written notification of accumulated sick days no later than October 15th of each school year.

E. Cumulative sick leave at TPAF service or early retirement after 15 years service in the district will be paid at the rate of \$17 per day to a maximum of \$4,000. Notification of intention to retire must be given the Board not later than January 1 for sick leave payment to be made the following July 1. Failure to notify by January 1 does not forfeit entitlement, but will defer payment an additional fiscal year. In the event of a R.I.F., Supervisors will have the option of being paid for sick leave at the rate of \$15 per day or retaining the sick leave with recall rights.

F. In the event of death of a Supervisor while under contract, if he has served in this district for a minimum of ten (10) years, payment for accumulated sick leave, at the designated rate, shall be made in a lump sum to his designated beneficiary.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1981-82 school year, Supervisors shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Up to five (5) consecutive school days for absence without loss of pay in the case of death in the Supervisor's immediate family or household. The Administration may grant a like period of time when the presence of a Supervisor is necessary following the death of a relative not in the immediate family. No deduction in salary shall be made for the attendance at the funeral of a relative not covered in the above paragraph.

2. In case of quarantine on account of a contagious disease in the household of a member of the family other than the employee, no deductions in salary shall be made for such absence during the minimum period of exclusion for contagious diseases, provided that a certificate from the Medical Inspector or Public Health Officer is forwarded to the Superintendent. The minimum period of exclusion shall be determined by the school physician.

3. In case of absence from school by reason of subpoena by the court, no deduction in salary shall be made for such absence, provided the subpoena is recorded with the Superintendent. However, if the Supervisor is a defendant in a non-job related criminal action, and is found guilty by the court, no salary shall be paid him for such absence.

4. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the Supervisor is entitled.

ARTICLE VII**PERSONAL DAYS**

Up to two (2) days annual leave of absence for personal reasons which require absence during school hours shall be granted. No statement of reason shall be required for the request but notification to the Superintendent shall be given at least two (2) days before taking such a leave. In case of emergencies, the Superintendent shall have the discretion to waive the two (2) day notification requirement. Leave may be granted within two (2) days before or after a scheduled holiday at the discretion of the Superintendent. At the end of each school year unused personal leave will be transferred to cumulative sick leave.

ARTICLE VIII**EXTENDED LEAVES OF ABSENCE**

A. Any Supervisor under tenure adopting an infant child shall become eligible for maternity leave. This leave shall commence upon the Supervisor's receiving defacto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption. The Supervisor shall notify the Superintendent at the time the Supervisor has received approval for adoption of an infant.

B. Leaves of absence without pay may be granted as the Board may decide.

C. 1. Any Supervisor granted a leave of absence for a complete school year, September 1 through June 30, shall notify the Superintendent in writing by April 30 regarding his intentions for the next school year.

2. Any Supervisor granted a leave of absence during a school year must notify the Superintendent in writing 30 days before the expiration of the leave of his intentions of returning to his position.

3. If notification is not received in accordance with the above guidelines, it is assumed that the Supervisor will not be returning to his position.

ARTICLE IX

SABBATICAL LEAVE

A. To secure benefits for the school district, the Board agrees to institute a program of sabbatical leaves subject to the following conditions:

1. Eligibility shall be restricted to members who have completed seven (7) consecutive years full time service in the district since beginning that service or since the last period of sabbatical leave.

2. Application for sabbatical leave shall be made by letter addressed to the Superintendent no later than January 15th of the academic year prior to the time of the anticipated leave.

3. Letters of application shall state the intended purpose of the sabbatical leave from among the approved purposes:

- a. advanced study
- b. educational travel
- c. related work experience
- d. education research or other forms of scholarly or creative endeavor.

4. Letters of application shall be judged by the Superintendent to determine the benefits which shall accrue to individuals requesting the leave and to the school community.

5. The Superintendent shall recommend his/her choice to the Board not later than March 15th. The Board shall consider the recommendation and make its decision known at the regular public meeting in April.

6. The Board shall grant sabbatical leaves so that no more than one member of the Association shall be on sabbatical leave status at any given time.

7. Sabbatical leave will be granted for one-half (1/2) contract year at one-half (1/2) pay or one full contract year at one-half (1/2) pay. The leave shall be limited to the length for which the sabbatical leave is approved.

- a. A one-half contract year will include the period of September 1 through January 31, or, February 1 through June 30.
- b. The Supervisor will resume regular duties at completion of sabbatical leave.

8. All fringe benefits in effect at the time a sabbatical leave commences shall continue in force for all Supervisor while on approved leaves.

9. Reimbursement will be made to the Board if the Supervisor resigns within two (2) years from the date of return for any reason other than disability or death. Such payment shall be made within twenty-four (24) months following termination or separation from the school district and shall be secured by a promissory note originally affected upon entering any period of sabbatical leave.

ARTICLE X**INSURANCE PROTECTION**

A. At the beginning of the 1981-82 school year, the Bosrd shall provide the health-care inaursnce protection designated below. The Board shall pay the full family premium for each full-time Supervisor. The Board will provide single dental and prescription coverage for retirees whose retirement is effective after June 30, 1986.

1. For each Supervisor who remains in the employ of the Bosrd for the full school year, and is contractually obligated to return the following school year, the Bosrd shall make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. For Supervisors not returning the following year, payments for premiums shall terminate on the expiration of their contract.

2. A health-care insurance program shall be contracted with the New Jersey Public and School Employees Health Benefits Program.

B. The Board shall provide members of the Association and their dependents with dental insurance protection. The Board agrees to contribute to such plan, from the date it becomes effective, established rate in monthly for each member in the Asaociation. Coverage for each member of the Association and his dependents shall commence only after the individual member makes application for said coverage and executes the necessary enrollment card.

C. The Board shall provide members of the Association and their dependents with prescription coverage with a \$2 copayment. The Board agrees to contribute to such plan, from the date it becomes effective, the established rate monthly for each member in the Association. Coverage for each member of the Association and his dependents shall commence only after the individual member makes application for said coversge and executes the necessary enrollment card. The administration of the aforementioned plans shall be controlled by the companies in accordance with their rules and regulations.

ARTICLE XI**COURSE CREDIT REIMBURSEMENT**

Reimburaement for courçe credits will be granted to employees to a maximum of \$120 per credit. Reimbursable credit may not exceed aix (6) per year and couraes muat be relevant to current professional assignment. Course descriptions must be turned in to the Superintendent and prior approval received from the Superintendent before courae registration. Payment will be authorized and made within aix (6) weeks upon presentation of proper receipta and tranacripts indicating a passing grade.

Reimburaement for twelve (12) credits a year will be granted to employees who have matriculated in a legitimate degree program in their current profeasional aaaignment. The Superintendent muat be notified of the couraes taken at the time of enrollment.

ARTICLE XII**EXTRA-CURRICULAR ACTIVITIES**

A. No vacancy shall be filled by means of involuntary appointment unless there is no volunteer available to fill that position.

B. Membership in this Association shall not disqualify a person from consideration for any advertised extra-curricular position.

ARTICLE XIII**CALENDAR**

The Henry Hudson Regional Supervisors Association will be consulted when the Board is drawing up the school calendar.

ARTICLE XIV**THOROUGH AND EFFICIENT ASSIGNMENTS**

The school administration shall have the right to make any and all work assignments which deal with the state mandated thorough and efficient program. Scheduling of these assignments shall be at the discretion of the administration.

ARTICLE XV**MISCELLANEOUS**

A. This Agreement shall constitute a Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Henry Hudson Regional Supervisors Association before they are established.

C. Any individual contract and any job description between the Board and an individual Supervisor, theretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract or job description contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

ARTICLE XVI

DURATION OF AGREEMENT

A. This Agreement shall be effective from July 1, 1988 until June 30, 1991.

B. IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries, all on the day and year first above written.

HENRY HUDSON REGIONAL
SUPERVISORS ASSOCIATION

By Maureen Keeler
President

By S. H. Thorne
Secretary

HENRY HUDSON REGIONAL
BOARD OF EDUCATION

By Francis E. Torga
President

By Priscilla B. Merrak
Secretary

HENRY HUDSON REGIONAL SUPERVISORS ASSOCIATION

1988-91

SALARY SCHEDULE

	1988-89	1989-90	1990-91
MAUREEN KEELER	\$51,349	\$55,765	\$60,561
PETER LARDIERI	\$44,177	\$47,976	\$52,102
S. HORACE THORNE	\$45,986	\$49,941	\$54,236
FRANKLIN AUSTIN, JR.	\$56,161	\$60,991	\$66,236
MICHAEL IANNUCCI	\$42,970	\$46,665	\$50,678